

EXHIBIT

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Harn, Adam Stanley

From: Murphy, Marlene U.
Sent: Monday, April 27, 2020 11:17 AM
To: 'jdoherty@grblaw.com'
Cc: Mason, Richard
Subject: Corrected Letter - National Liability & Fire Ins. Co. v. Brimar Transit, Inc., et al.
Attachments: LEGAL 46080592v1 Jamie Doherty (GRB Law) Letter 04_27_20.PDF

Attached please find correspondence from Richard C. Mason, Esquire with regard to the above matter. Thank you.

Marlene Murphy
Cozen O'Connor
One Liberty Place, 1650 Market Street, Suite 2800 | Philadelphia, PA 19103
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April 27, 2020

VIA EMAIL (JDOHERTY@GRBLAW.COM)

Richard C. Mason

Direct Phone 215-665-2717
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rmason@cozen.com

Jamie Doherty, Esquire
GRB Law P.C.
437 Grant Street
Frick Building, 14th Floor
Pittsburgh, PA 15219

**Re: National Liability & Fire Ins. Co. v. Brimar Transit, Inc., et al.,
2:18-cv-1129**

Dear Jamie:

I am writing on behalf of National Liability & Fire Insurance Company in response to your emails of April 23, 2020, as well as our telephonic discussion of April 24, 2020. As you will recall, I reached out to you and your colleague, Matt Fergus, via email and voicemail, beginning last Monday, April 20, with follow-up attempts to both of you throughout the week, with the intent of meeting in good faith to discuss the upcoming Conciliation in the underlying dispute, scheduled for April 27, 2020. Unfortunately, you were not available to speak with me until Friday, April 24, 2020.

Based upon our communications, my understanding is that the School District of Pittsburgh is now taking the position that unless National commits to reimbursing the School District's as yet undocumented defense costs incurred from December 2017 forward, the School District will not participate in making any offer at the Conciliation scheduled for this today. From what I understand, this is a change in the School District's position as expressed to defense counsel for Brimar, wherein the School District indicated it would be willing to contribute some portion towards settlement.

Also significantly, with regard to the Conciliation, I take this opportunity to confirm that School District asks only that I be available to you by phone, and that National's attendance on the Conciliation call itself is not desired. Nevertheless, National remains willing to participate in connection with the Conciliation in good faith, and continues to stand ready to be involved in the Conciliation.

For a number of reasons, National is not at this time in a position to agree to reimburse School District's undocumented defense costs, which your emails have estimated as "in excess of \$200,000." As National has pointed out, National must review the invoices and other substantiating documentation for the amount of this claim – which amount is still unknown.

As National advised School District by letter dated February 14, 2020, only "reasonable and necessary" defense costs are reimbursable, and an agreement as to reasonable rates required. School District did not respond to National's letter, nor did School District make any effort to

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Jamie Doherty, Esquire

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quantify a fee reimbursement claim until your email of two days ago in response to my follow-up inquiries – just four days prior to the Conciliation. That email said that School District will be “sending over our fee claim today.” An email from you later the same day advised that School District had “bill and payment history that I can send relatively quickly.” However, neither the fee claim nor the bill and payment history have been received. In these circumstances, it is not possible for National to respond to School District’s demand, which the School District has neither quantified nor undertaken to substantiate.

While there remain serious coverage issues, National has been willing, and remains willing in good faith to try to reach an appropriate resolution with the underlying plaintiffs in this matter. I understand from my conversation with you that the Court does not expect me or another representative of National to be on today’s phone call. While National will, as requested, be available today to consider contributing to a reasonable settlement if it is informed of that the opportunity, School District should conduct itself prudently.

Sincerely,

COZEN O'CONNOR

A handwritten signature in black ink, appearing to be "RCM", written over a horizontal line.

By: Richard C. Mason

RCM:mm